



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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August 26, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DENTAL SERVICES AGREEMENT WITH ROGER FIELDMAN, D.D.S.,
INC. AT THE H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that dental services, described herein, may be performed more cost effectively by a private contractor and make all additional findings required under the provisions of Los Angeles County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A) as set forth in this Board letter.
2. Approve and instruct the Chairman to sign the attached Agreement (Exhibit I) with Roger Fieldman, D.D.S., Inc., for the provision of dental services at H. Claude Hudson Comprehensive Health Center, effective October 1, 2004 through September 30, 2005, with four automatic one-year renewals through September 30, 2009, for a total annual net County cost of \$770,441 and a maximum five-year cost of \$3,852,205, 100% net County cost.
3. Authorize the Director of Health Services, or his designee, to extend the term of the Agreement on a month-to-month basis for up to six months under the same terms and conditions, upon mutual written consent of the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these actions, the Board is providing for the continued delivery of dental services at H. Claude Hudson Comprehensive Health Center (Hudson) for up to 12,550 low income persons with priority given to children and the uninsured, effective October 1, 2004 through September 30, 2005, with four automatic one-year renewals through September 30, 2009.

The Department of Health Services (DHS) has been contracting for dental services under Proposition A since January 1989. Contracting under Proposition A guidelines continues to be cost effective and operationally feasible for the provision of dental services. Additionally, there will not be a reduction in services as a result of this Agreement. Dr. Fieldman will provide the same amount of service presently provided under the existing Agreement.

FISCAL IMPACT/FINANCING:

Total net County contract costs for dental services at Hudson in the first year are \$770,441 (Attachment B-1) with an estimated savings of 25% or \$259,426 (Attachment B-2). The total net County contract cost of services during the five-year contract term is \$3,852,205, with a total estimated projected savings of \$1,297,130. Therefore, these services can be performed more economically through contracting.

The Auditor-Controller's Audit Division has reviewed and approved DHS' avoidable cost used to calculate cost savings. Any variances are due to rounding.

The contract amount may be adjusted annually by a Cost of Living Adjustment which is based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. Any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period.

Funding is available in the DHS' Fiscal Year 2004-05 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under this Agreement, Dr. Fieldman shall continue to provide diagnostic, preventative and restorative dental services to all low income patients who present themselves at Hudson with priority given to children and the uninsured.

On March 30, 1999, the Board approved Dental Services Agreement No. 72068 for the provision of services at Hudson effective April 1, 1999 through March 31, 2000, with provisions to extend the agreement through September 30, 2003. On subsequent occasions, the Board approved amendments extending the Agreement through September 30, 2004, while DHS completed a solicitation process.

It has been determined that dental services fall under Proposition A guidelines and, as such, are subject to the provisions of the County's Living Wage Program.

The Department is recommending the approval of an Agreement that will be effective October 1, 2004 through September 30, 2005, with four automatic one-year renewals through September 30, 2009.

The Agreement includes a provision for termination by the County with or without cause upon 60 days advance written notice to the contractor. In the event that the Contractor is unable to perform the required services, DHS has a contingency plan to ensure that services will not be disrupted. Finally, the Agreement also includes all standard provisions including the most recent Contractor Responsibility and Debarment and Child Support Compliance Program language as well as Indemnification and Insurance provisions which will assist in protecting the County from any tort liability that may result from this Agreement.

The Administrator at Hudson, or his/her designee, will be responsible for the day-to-day contract administration. Contract monitoring functions will be performed by the program office staff.

Based upon the foregoing, DHS asks that the Board make the following findings:

1. The services to be performed under the Agreement can be performed more economically by Dr. Fieldman;
2. The County's ability to respond to emergencies will not be impaired by this Agreement;
3. The County has alternative resources in place in case of a default by Dr. Fieldman;
4. This Agreement will not infringe on the proper role of the County in relation to its citizens; and,
5. To the extent this Agreement may be funded with State and/or federal monies, the County will comply with State and federal mandates associated with the receipt of such funding.

County Counsel has approved the Dental Services Agreement (Exhibit I) as to form.

The Chief Administrative Office, Risk Management Operations has approved the indemnification and insurance language.

Attachment A provides additional information.

CONTRACTING PROCESS:

DHS released a Request for Proposals (RFP) for the provision of Dental Services at H. Claude Hudson Comprehensive Health Center on December 9, 2002. After receiving the highest score, Roger Fieldman, D.D.S., Inc. was selected by a DHS evaluation committee. Price was a significant factor in

The Honorable Board of Supervisors
August 26, 2004
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the overall evaluation criteria which included an evaluation of the proposing firms statement of work, quality control plans, experience and capability, staffing qualifications, program effectiveness and cost effectiveness.

DHS advertised this contracting opportunity on the Office of Small Business' Countywide Web Site on November 26, 2002.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This is a re-solicitation and no County employees will be impacted. Approval of the Agreement will ensure the continued provision of dental services at Hudson for the next five years.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dar

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BDLTRfielddent.dr.wpd

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Dental Services at H. Claude Hudson Comprehensive Health Center.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Roger P. Fieldman, D.D.S., Inc.
130 So. Alvarado Street
Los Angeles, California 90057
Attention: Roger P. Fieldman, D.D.S.
Telephone: (213) 484-9660

3. **TERM:**

Effective October 1, 2004 through September 30, 2005, with four automatic one-year renewals through September 30, 2009, with provisions to extend on a month-to-month basis for up to six months beyond the expiration date.

4. **FINANCIAL INFORMATION:**

The total maximum first year cost for the Agreement is \$770,441. The maximum obligation over the five-year term is \$3,852,205, net County cost. Funds are available in the DHS Fiscal Year 2004-05 Adopted Budget.

5. **PROGRAM INFORMATION:**

The Dental Services Agreement shall provide for the continued provision of dental services at Hudson for the next five years.

6. **ACCOUNTABLE FOR PROGRAM MONITORING:**

Carolyn Clark, Administrator, H. Claude Hudson Comprehensive Health Center

7. **APPROVALS:**

LAC+USC Healthcare Network: Pete Delgado, CEO

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Sharon A. Reichman, Senior Deputy County Counsel

**H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIRST-YEAR LINE ITEM BUDGET**

DIRECT COSTS

-	Labor (Management/Staffing)	H. Claude Hudson
•	Salaries and Wages	\$520,600
•	Employee Benefits	\$113,447
•	Subtotal Labor	\$634,047
-	Services and Supplies (S & S)	
•	Consumable Supplies	\$ 60,000
•	Materials	\$ 0
•	Small Hand Tools	\$ 3,000
•	Other S & S	\$ 840
•	Laboratory Fees	\$ 30,000
•	Subtotal Services and Supplies	\$ 93,840
-	Equipment	\$ 0
-	Other Direct Costs	\$ 0
•	Utilities	\$ 0
•	Maintenance	\$ 3,000
•	Subtotal Other Direct Costs	\$ 3,000
	Total Direct Costs	\$730,887

INDIRECT COSTS

•	General and Administrative Overhead	\$ 3,000
•	Gross Profit/Fee (specify)	\$36,554
•	Total Indirect Costs	\$39,554

GRAND TOTAL: **\$770,441**

PER HOUR RATE FOR EXTRA
HOURS AMOUNT **S.T. \$380**

O.T. \$570

**H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
DENTAL SERVICES
2003-2004**

<u>Total Estimated Avoidable Costs</u>	<u>Total Contract Cost</u>	<u>Estimated Savings from Contracting</u>
\$ 1,029,867.50	\$770,441.00	\$259,426.50

DENTAL SERVICES AGREEMENT FOR

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

agreecd3302.dar

dar:8/23/04

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Confidentiality Agreement

EXHIBIT F - Notice to Public Entity

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EXHIBIT H - Application for Exemption and Certification Form

EXHIBIT I - Safely Surrendered Baby Law

CONTRACT # _____

DENTAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ROGER P. FIELDMAN, D.D.S.
INC. (hereafter
"Contractor").

WHEREAS, pursuant to California Health and Safety Code
Sections 1441 and 1445, County has established and operates,
through its Department of Health Services (hereafter "DHS"), the
Los Angeles County H. Claude Hudson Comprehensive Health Center
(hereafter "Hudson"); and

WHEREAS, non-hospital based dental services are necessary for
the needs of certain sick or injured County patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County
Charter as implemented by Los Angeles County Code Section
2.121.250 et seq., County is authorized to contract with private
businesses to perform personal services when it is more
economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the
laws of the State of California to engage in the business of
providing non-hospital based dental services as described

hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Request for Proposals for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, based on competitive negotiation, DHS has selected Contractor for recommendation to County's Board of Supervisors to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 31000 and California Health and Safety Code Sections 1441, 1445, and 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on October 1, 2004 and shall continue in full force and effect through September 30, 2005 and shall thereafter be automatically renewed for one-year periods to a maximum of four additional years without further action by the parties hereto. In no event shall the total contract term extend beyond September 30, 2009.

B. County may terminate this Agreement by giving at least sixty (60) days' prior written notice to Contractor in the event Contractor materially fails to discharge its obligations hereunder. County's failure to exercise this

right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. Termination provisions for County are found in the following Paragraphs: TERMINATION FOR INSOLVENCY, TERMINATION FOR DEFAULT, TERMINATION FOR CONVENIENCE, TERMINATION FOR IMPROPER CONSIDERATION, NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION, COVENANT AGAINST CONTINGENT FEES, RECORDS AND AUDITS, INDEMNIFICATION AND INSURANCE, CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER, COUNTY LOBBYISTS, COMPLIANCE WITH LIVING WAGE PROGRAM, CONTRACTOR RESPONSIBILITY AND DEBARMENT and COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS, below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to the TERMINATION FOR CONVENIENCE Paragraph below.

C. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the mutual agreement of the parties. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the

extension. Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

If Director and Contractor mutually fail to agree to extend the Agreement on a month-to-month basis as of the expiration date set forth in Paragraph 1.A above, then the Agreement shall expire on said date.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide dental services for Hudson in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

B. The quality of services as described in the Hudson's Policy and Procedure Manual to be provided by Contractor under this Agreement shall be at least equivalent to those services which County provided at Hudson on the date of execution of this Agreement by County's Director of Health Services and to those services which Contractor provides to

other health care providers it serves.

3. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for Contractor's performance of this Agreement shall not exceed Seven Hundred Seventy Thousand Four Hundred Forty One Dollars (\$770,441) annually.

If sufficient monies are available, and upon Director's specific approval, County may require additional services and authorize payments not to exceed ten percent (10%) above County's maximum obligation.

4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B, attached hereto and incorporated herein by reference Contractor shall use billing forms provided by County, however if County fails to provide billing forms, Contractor forms will be acceptable. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B.

The fees for such services and the terms and conditions for any increase or decrease in such fees as set forth in Exhibit B, shall remain in effect throughout the term of this Agreement. Except as otherwise expressly provided in this Agreement, such fees shall be the sole consideration paid by County to Contractor hereunder.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. If the Agreement is terminated due to non-appropriation of funds by County, County shall be obligated for Contractor's performance pursuant to the provision of BILLING AND PAYMENT up to the termination date as noticed in writing by the County. County shall notify Contractor in writing of such non-allocation of funds within five (5) working days of final decision by the Board on non-appropriation of funds.

6. ADMINISTRATION: The Director of The Department of Health Services (DHS), or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but

not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator", as used in this Agreement, means Health Facility Administrator or his duly authorized designee.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages or other compensation or benefits to any personnel provided by

Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County, attached as Exhibit E, shall be signed by each employee of Contractor employed at Hudson and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including but not limited to demands, claims, actions, fees, costs, and

expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to: County of Los Angeles Department of Health Services, Contracts and Grants Division 313 North Figueroa Street., Sixth Floor East, Los Angeles, CA 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least

thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retention for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retention as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless

otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this

Agreement.

(c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any results to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors

maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore

and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

4. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

5. Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

(a) Personal Property: Automobiles and Mobile Equipment - Special form ("all risk") coverage for the actual cash value of County-owned or leased property.

(b) Real Property and All Other Personal

Property - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

6. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

Certificate of Deposit (CD) or Letter of Credit (LOC): If requested, a CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by department. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Agreement.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible, as determined by County. Failure to comply with this

requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

10. PERFORMANCE STANDARDS: It is mutually understood and agreed that Contractor's failure to provide timely dental services, to comply with assessment and evaluation plans, to comply with training requirement as described in Exhibit A, or to comply with certain other contract requirements as specified in the Performance Requirements Summary, attached hereto as Exhibit C and incorporated herein by reference, may create damages to County's patients, County's staff, and others and that such damages, from the nature of the case, will be extremely difficult to measure and impractical to fix. Therefore, County and Contractor hereby agree to fix the amounts of such damages in advance as set forth in the Performance Requirements Summary.

The reasonable and necessary cost of investigation by Administrator, as determined by County, of any such failure of performance by Contractor may also be assessed against Contractor as provided in this Paragraph in addition to such amounts provided that failure of Contractor's performance arises out of circumstances under Contractor's control.

All determinations to levy such amounts for damages shall be subject to approval by Administrator. Administrator may decline to levy such amounts for damages if Administrator

determines that the particular violation was caused by a strike or accident or similar occurrence beyond the control and without the fault or negligence of Contractor.

11. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental disability, or sexual orientation, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this

Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

12. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability or sexual orientation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental disability or sexual orientation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race,

color, religion, ancestry, national origin, sex, age, or physical or mental disability or sexual orientation.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of

cancelling, terminating, or suspending this Agreement.

13. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and JCAHO accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

14. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a "runner" or "camper" for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

15. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and

no spouse or economic dependent of such employee shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

16. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

17. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of

the subcontractor.

18. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

19. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its operations as they relate to the services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7)

years following the expiration or prior termination of this Agreement. During such seven (7) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in the County of Los Angeles and shall be made available within twenty working days of County's request during County's normal business hours to representatives of County for purposes of inspection and audit. In the event that such records are located outside the County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection audit.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such

audit report(s).

C. Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

20. REPORTS: Contractor shall make reports in a format as required by Director concerning Contractor's activities and operations as they relate to this Agreement. Required reports include, but are not limited to, the following:

A. Monthly reports as determined by the Hudson Administrator on the total number of patients, new patients, patient visits, and treatments.

B. Monthly report on equipment needs and dental appliances.

C. All other reports as required by Administrator upon thirty (30) days prior written notice.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 21, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County and by any delegatee or assignee on any claim under

this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee or any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in

this Agreement, including, but not limited to, any right to terminate this Agreement.

22. RULES AND REGULATIONS: During the time that Contractor's employees are at Hudson, such persons shall be subject to the rules and regulations of Hudson. It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then: (1) Contractor shall remove or suspend such employee from the provision of services hereunder or take such other action as requested by Administrator, and (2) if Contractor reasonably disagrees with the action requested by Administrator, upon demand by Contractor, County shall immediately indemnify Contractor for any liability and costs, including reasonable attorneys' fees, incurred by Contractor in connection with its defense of any legal action or any administrative proceeding arising from such removal or suspension heard before an appropriate administrative agency or filed in a competent court by any such affected

employee.

23. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

24. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

25. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, within ten days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

26. TERMINATION FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within

the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either these two circumstances does not cure such failure within a

period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or

negligence of Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, it is determined that Contractor was not in default or that the default was excusable under the provisions of this

Paragraph, Contractor, at its option, may terminate this Agreement.

Thereafter, the rights and obligations of the Parties with respect to payment by County for Contractor performance rendered shall be the same as though a County notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE below.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

28. NOTICE OF DELAYS: Except as otherwise provided hereunder, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

29. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and

effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

30. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, C, D, E, F, G, H and I attached hereto; Contractor's proposal, dated January 8, 2003, which is hereby incorporated herein by reference but not attached; County's Request for Proposals for Dental Services at Hudson dated December 2002, which is hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter to this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A.
2. Exhibit B.
3. County's Request for Proposals and Addenda.
4. Exhibit C.

5. Exhibit D.
6. Exhibit E.
7. Exhibit F.
8. Exhibit G.
9. Exhibit H.
10. Exhibit I.
11. Contractor's Proposal.

31. WAIVER: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

32. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

33. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that

consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement.

In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement, may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written sixty (60) day advance Notice of Termination specifying

the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such for Notice of Termination; and,

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

36. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of

Director.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. EQUIPMENT AND OTHER PERSONAL PROPERTY INVENTORY: Prior to the commencement of services hereunder, County and Contractor shall take a complete inventory of all equipment and personal property of Hudson's Dental Services for each such item.

At the expiration or prior termination of the term of this Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of this Agreement, Contractor shall reimburse County for any missing or broken County equipment and other personal property it has been

provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

39. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to occupy and use at Hudson CHC, County space and equipment and other personal property as approved from time to time in writing by Administrator whose approval shall be subject to the prior written approval of County's Department of Internal Services and Chief Administrative Office.

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

40. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment, which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County,

to obtain and install replacement equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

41. ALLOCATED COUNTY COSTS: County costs allocated to or related to Hudson CHC's dental services as of the time of commencement of services hereunder, including, but not limited to, utilities, equipment, housekeeping services, and other services provided by other County units, departments, or contractors, shall not be charged to Contractor. Such services shall include the following:

A. Housekeeping services for all floors, walls, windows, restrooms, and offices used by Contractor at Hudson.

B. Telephone instruments and services restricted to locations within Area Codes 213, 310, 323, 562, 626, 661, 714, 818 and 909 for the performance of this Agreement. All other telephone calls shall be paid for directly by Contractor.

C. Utilities at Hudson, including gas, electricity, water, heating and cooling.

D. Regular pest extermination services at Hudson.

E. Hazardous waste shall be handled in accordance with County Rule and Regulation Number 6, Revision I, governing

the Management of Infectious Waste in Los Angeles County, and Title 22, Chapter 30, Article 13 of the California Administrative Code.

F. All required County forms and copies of all applicable laws, regulations, directives, and other provisions to Contractor at Hudson.

G. Parking for Contractor staff in accordance with Hudson Policy.

H. Pictured ID badges for Contractor staff.

I. All medications and prescriptions.

42. ALTERATIONS AND REPAIRS:

A. In the event that Contractor proposes any alteration or repair of any County facility or building, then prior to the commencement of any such alteration or repair, Contractor shall obtain the prior written approval of the plans and specifications for such alteration or repair from Director and County's Internal Services Department; County's Internal Services Department may condition its approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alteration and repair. In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand

Dollars (\$10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law. The financing and performance of any such alteration or repair shall be subject to the provisions of the State constitution, statutes, and regulations, including, but not limited to, the prevailing wage and hour provisions of the California Labor Code, and County ordinances as well as the prior written approval of Director and County's Internal Service Department. Any alteration or repair of County premises hereunder shall become County property, or County may require Contractor, at its expense, to restore County premises to the condition as existed prior to any such alteration or repair.

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, its employees, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty days after the occurrence, and in accordance with ALTERATIONS AND REPAIRS.

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

44. COUNTY APPROVAL OF CONTRACTOR'S EMPLOYEES: Contractor's Dental Services Supervisor and other professionals, as determined by County, to be provided at Hudson may be interviewed by Administrator for verification purposes to confirm existence of employee's required licenses and other credentials and shall be subject to the credentialing process and changes in County's credentialing process.

45. PHYSICAL EXAMINATIONS: Contractor shall have each of its employees who performs services under this Agreement examined by a duly licensed physician for fitness prior to such employees' performance of services hereunder, as well as yearly physical examinations thereafter.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Administrator at the commencement of services, and annually

thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

46. REFERRAL OF COUNTY EMPLOYEES FOR EMPLOYMENT WITH CONTRACTOR: Contractor shall accept referrals from DHS Human Resources of qualified County employees for consideration of employment with Contractor. Such consideration for employment shall be limited to the vacancies in Contractor's staff needed to perform services under this Agreement. If such referrals are offered employment, such offers shall be made once, shall be in writing, shall indicate whether the position is full-time or part-time, and shall be valid for a period of ten calendar days from the date the offer is made, unless such period is extended at Contractor's option. Such offers shall be for vacancies which occur in Contractor's staff, beginning with County's Board of Supervisors approval of this Agreement and throughout the term of this Agreement. Employment offers to County's employees shall be under at least the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Contractor shall maintain records of such offers to include a description of the position and duties, the rate of pay and fringe benefits, and whether the allotted time period. County employees who are employed by Contractor under this Paragraph shall not be discharged during the term of this

Agreement except for cause. At the time of any such discharge for cause, Contractor shall notify DHS Human Resources staff and/or other County staff designated by Executive Director.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

47. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its offices, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

48. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that County's liability is not based on Contractor's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement.

49. SUBCONTRACTING: All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor except where otherwise noted.

50. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code Sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

51. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

52. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

53. INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret the Agreement. If the Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation, Contractor may file a written request with the Director for a hearing before a Disputes Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute.

The Disputes Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of dental services contracts. The Panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the

Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

54. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 54 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to TERMINATION FOR DEFAULT and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

56. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

57. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

58. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be

eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

59. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D and incorporated by reference into and made a part of the Contract.

B. Payment of Living Wage Rates:

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to

perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage

requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The

certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation To Report Labor Law/Payroll Violations And Claims: During the term of the contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violations (including but not limited to any violation or claim pertaining to wages, hours and working

conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees: Contractor shall place County-provided living wage posters at each of Contractor's places of business and all locations

where Contractor's Employees are performing services for the County. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its Employees.

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and

properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole

discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following right/remedies:

a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may

withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole

discretion, assess against Contractor liquidated damages for \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be

performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited: Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

J. Contractor Standards: During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the

satisfaction of the County that Contractor is complying with this requirement.

K. Employee Retention Rights:

Note: This paragraph applies only if the Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering

into this new Contract.

2. Contractor is not required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
- b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

60. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has

demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, the County may in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement or other contract with County or nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the County engaged in a pattern or practice which

negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision, and any other recommendations of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontracts of Contractor, vendor, or principal owner of Contractor.

61. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible in connecting with the services to be performed by Contractor under this Agreement.

62. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of

such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measure to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

63. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to

the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and/or as it defined and used in the Los Angeles County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that

has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this

Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program, than contractor shall so indicate in the Certification Form and Application for Exception attached hereto as Exhibit H and include with its submission all necessary documentation to support the claim such as, tax returns or a collective bargaining agreement, if applicable. Upon reviewing contractors application, County will determine in its sole discretion, whether Contractor falls within the

definition of "Contractor" or meets any of the exceptions to the Jury Service Program. County's decision shall be final.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

64. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

65. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against

County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

66. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:
Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor shall interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

67. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit I of this Agreement.

68. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the "Safely Surrendered Baby Law". Contractor understands that it is County's policy to encourage all County contractors / subcontractors to voluntarily post County's "Safely Surrendered Baby Law" poster attached hereto as Exhibit I, in a prominent position at Contractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

69. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either

party by giving ten (10) days prior written notice thereof to the other party.

To County: 1. LAC+USC Medical Center
1200 North State Street
Los Angeles, California 90033
Attention: Chief Medical Officer

2. H. Claude Hudson Comprehensive Health Center
2829 South Grand Avenue
Los Angeles, California 90007
Attention: Administrator

3. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012
Attention: Director, Contract Administration

To Contractor:

4. Roger P. Fieldman D.D.S., Inc.
130 South Alvarado Street
Los Angeles, CA 90057
Attention: Roger P. Fieldman D.D.S.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Chairman, and Contractor have caused this Agreement to be
subscribed in its behalf by its duly authorized officers, the
day, month, and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of
Los Angeles

By _____
Chairman, Board of
Supervisors

By _____

ROGER P. FIELDMAN, D.D.S.
Contractor

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

By R. P. Fieldman

By Sham A. Reichman
Deputy

Title President
(AFFIX CORPORATE SEAL)

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By I E R.
Irene E. Riley, Director
Contract Administration

RFPAIY3.DAR
dar:8/18/04

EXHIBIT A

PERFORMANCE WORK STATEMENT

H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

1. GENERAL: The Contractor shall provide on-site dental, support and administrative services at the H. Claude Hudson Comprehensive Health Center (Hudson) under the direction of Administrator, including but not limited to the current level of service (i.e., 8 chairs). Contractor shall modify Patient Mix within the Scope of Work of this Agreement to meet current Hudson dental needs, after notification from Administrator or Dental Director(s). Additionally, the Contractor may provide outreach public health dental services to minor children under the age of fourteen (14) years. Such services shall include, but are not limited to, the provision of administrative, support and professional staff. Contractor must perform to the standards in Exhibit C, Performance Requirements Summary and within any accreditation and licensing requirements set by any regulatory agency, including, but not limited to Joint Commission on the Accreditation of Health Care Organizations (JCAHO) and California Medical Association.

2. DEFINITIONS:

A. Acceptable Quality Level (AQL): The Acceptable Quality Level is the maximum allowable leeway or variance

from a performance standard before the County will reject the specific service and may make Unsatisfactory Performance Deductions from payment to the Contractor, as described in Exhibit C. An AQL does not allow the Contractor to knowingly offer unsatisfactory service, but recognizes that defective performance may sometimes occur. If the defective performance does not exceed the AQL, the County will accept the service and will not make unsatisfactory performance deductions.

B. Administrator: The Administrator is the County's Chief Executive Officer of the Comprehensive Health Center, or his duly authorized designee.

C. Clinic Session: A period of time per provider set aside in advance for the purpose of delivering specific services to patients in an organized manner.

D. Contract Discrepancy Report (CDR): The Contract Discrepancy Report is a report used by the County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged unsatisfactory, the Quality Assurance Evaluator shall forward a Contract Discrepancy Report to the Contractor for his response.

E. Contract Year: The first Contract Year of the contract will begin on date of implementation and run for a

twelve (12) month period. Each subsequent contract year shall be a twelve (12) month year.

F. County: The County is the governmental entity, the County of Los Angeles.

G. County Contract Coordinator: The County Contract Coordinator is the person authorized to administer the contract on behalf of the County. This person may also serve as the County's Quality Assurance Evaluator and/or the Administrator of Hudson.

H. Culturally Appropriate: "Culturally Appropriate" shall mean the capacity of Contractor staff to effectively identify the health practices and behaviors of target populations; design programs, interventions, and services which effectively address cultural and language barriers to the delivery of appropriate and necessary health care services; and to evaluate and contribute to the ongoing improvement of these efforts, including, but not limited to, access to care, patient satisfaction, promoting compliance with treatment regimens, and the promotion of more effective health efforts.

I. Dental Director: Dental Director is the person designated by the County to manage provision of dental services at Hudson. The Dental Director will provide program direction to the Contractor.

J. Dental Supervisor: The Dental Supervisor is the person designated by the Contractor to be responsible for the overall operation of the dental services program, or his duly authorized designee.

K. Director: The Director is the Director of the County's Department of Health Services, or his duly authorized designee.

L. Linguistically Competent: Linguistically Competent shall mean the ability of health professionals to communicate effectively in the language of the patient population to ensure that patients understand and are willing to follow post treatment instructions.

M. Patient Mix: Patient Mix refers to the various types of Hudson patients, e.g., adult, children, adolescent, CHDP, General Relief, emergency, and elective.

N. Patient Visit: A primary dental service provided to a patient with a dental need by one (1) or more members of the unit staff present during a clinic session. The maximum number of clinic visits per patient per categorical clinic session is one (1).

O. Performance Requirements Summary (PRS): The Performance Requirements Summary is the document shown as Exhibit C which summarizes certain required services under the contract, key performances indicators, service

standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied, County method(s) of monitoring, and the amount of unsatisfactory performance deductions.

P. Provider: A provider is defined as any clinic employee who assumes primary judgement in the diagnosis and/or treatment of a patient during a clinic session. Provider subcategories to include: Clinician (Dentist), Mid-Level Provider (Dental Hygienist), and Other Staff (Dental Assistant, X-Ray Tech).

Q. Support Staff: Any clinic employee who carries out, assists or dispenses orders under the supervision of a provider. Support staff generally do not exercise independent judgement in the treatment of patients.

R. Quality Assurance Evaluator (QAE): The Quality Assurance Evaluator is a County employee responsible for monitoring of the Contractor's clinical performance. This person may also serve as the County Contract Coordinator.

S. Quality Assurance Monitoring Plan (QAMP): The Quality Assurance Monitoring Plan is a document for County use in monitoring the Contractor's performance for each service listed in Exhibit C (Performance Requirements Summary).

3. PERSONNEL:

A. County Contract Liaison: The County Contract Liaison shall have the authority to administer this contract on behalf of the County. The County Contract Coordinator shall be responsible for providing direction to the Contractor in areas relating to policy, information and procedural requirements. The County Contract Liaison is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the County of Los Angeles in any way whatsoever.

B. Contractor's Dental Supervisor: Contractor shall provide a full-time employee as an on-site Dental Supervisor, who shall be responsible for the overall management and coordination of services provided under the contract. County shall have the right to approve or disapprove the Contractor's candidate for Dental Supervisor, and shall be notified of such candidate at least thirty (30) days before implementation of contract services. Changes in Dental Supervisor during the contract term shall be made only with the prior written approval of the County. The County reserves the right to require a change of Dental Supervisor or any other Contractor employee during the term of the contract, provided exercise of said rights is based on a failure of performance as defined in the terms of this

Agreement and attachments hereto or on failure to adhere to rules and regulations of County CHC, which failure causes substantial and adverse effect on Hudson patients or employees. The Dental Supervisor, or an equally responsible and qualified person designated in writing and previously approved by the County to act in the Contractor's behalf, must be present at Hudson during all normal business hours. The Dental Supervisor must be licensed to practice dentistry in California.

C. Contractor Provided Staff: Contractor shall provide all staff, in addition to the Dental Supervisor, necessary to accomplish the required services. All Contractor provided staff shall be supervised by the Contractor. Contractor shall ensure that all Contractor staff have appropriate credentials and licenses commensurate with job responsibility. Credentialing packages for each employee must meet Joint Commission on the Accreditation of Healthcare Organization (JCAHO) regulations, as determined by County. All credentials and licenses must be provided for Administrative review prior to staff assuming job responsibilities. Contractor shall be responsible for ensuring sufficient bilingual staff to provide services, but at least twenty percent (20%) of Contractor's staff must be fluent in speaking and understanding Spanish, to be

available at all times during workdays for translation and interpretation.

D. Contractor Employee Acceptability: Contractor shall be responsible for immediately removing and replacing any employee for cause when requested to do so by the County Contract Coordinator.

E. Reporting Requirement and County Administrative Controls: Contractor shall function as the Dental Service Program of the CHC and shall report to and be responsible to the Administrator, in accordance with the provisions of Paragraph 7 Independent Contractor Status of the body of this Agreement. Contractor shall have the authority and responsibility for assuring that established CHC policies, as they relate to CHC dental services, as they exist now or may exist in the future, are carried out, and that the overall coordination and integration of dental services are maintained. Contractor's management staff, as mutually agreed between Contractor and Administrator, shall function as part of CHC' management team in an effort to reduce costs, increase productivity and enhance the quality and level of dental services provided.

4. QUALITY CONTROL PLAN: Contractor shall establish and maintain a Quality Control Plan designed to assure the Joint Commission on the Accreditation of Health Care Organization

(JCAHO) requirements of this Agreement are met. Contractor shall provide a copy of said Quality Control Plan to the Administrator prior to the commencement of services hereunder and such plan shall be reviewed annually or as changes occur. The plan and any changes thereto shall be subject to the prior written approval of the CHC's Administrator. The plan shall include, but is not limited to, the following:

A. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable, including, but not limited to, patient waiting time, complete and timely reports, audits and peer reviews.

B. The methods for continuing to assure provision of dental services to CHC in the event of an employee shortage or strike.

C. The methods of assuring that confidentiality of patient records is maintained while in the custody of the Contractor and that records are not removed from the CHC.

5. QUALITY CONTROL MONITORING: County shall monitor the Contractor's performance under this contract using procedures specified in the Performance Requirements Summary, Exhibit C. All monitoring observations shall be recorded by the County. Significant deviation from performance standards as indicated in Exhibit C may result in unsatisfactory performance deductions

being applied against the Basic Monthly Charge as provided for in Exhibit C.

A. If performance standards discrepancies are noted by the County, a Contract Discrepancy Report shall be issued to the Contractor.

B. Upon receipt of a Contract Discrepancy Report, Contractor shall respond in writing to the County Contract Coordinator within five (5) work days acknowledging the reported discrepancy(ies) or presenting contrary evidence and presenting a program for immediate correction of all failures in performance which have been identified.

C. Contractor shall remedy any performance defect identified by re-performance of the work or corrective action despite imposition of Unsatisfactory Performance Deductions.

D. Dental Supervisor shall meet with the County Contract Coordinator weekly for the first two (2) months of the contract term and at regularly scheduled intervals, as mutually agreed upon, during the remaining term of the contract. The purpose of such meetings shall be the exchange of information between the County Contract Coordinator and the Contractor, and the discussion of policy and procedural matters relevant to the Contractor's performance and the County's monitoring function.

6. PHYSICAL SECURITY: Contractor shall be responsible for safeguarding all County and Contractor property provided for the Contractor's use. At the close of each workday, all supplies, equipment, and other personal property shall be secured by Contractor. Contractor shall be responsible for reporting to Administrator any theft or loss of equipment, supplies and other personal property.

Contractor shall establish and implement methods of insuring that all keys issued to Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor by the County shall be duplicated. Contractor shall develop procedures assuring adequate key control. Contractor shall provide the County Contract Coordinator with a list of all Contractor personnel who have been issued keys. County shall maintain the master keys for the facility. Contractor shall be required to pay the cost of any re-keying required due to Contractor's negligence, as determined by County. Contractor shall not be held responsible for loss of County equipment, supplies or other personnel property after applying adequate physical security measures.

7. HOURS OF OPERATION

A. Normal Hours. The Contractor shall maintain service hours from 8:00 a.m. to 5:00 p.m., Mondays, Wednesdays, and Fridays, 8:00 a.m. to 7:00 p.m., Tuesdays and Thursdays, and

8:00 a.m. to 2:00 p.m. on Saturdays at Hudson CHC. Hudson CHC is closed on holidays except for special scheduled clinics and the urgent care program.

B. Recognized Holidays. Contractor is not required to provide service on County-recognized holidays. These holidays may change slightly from year to year. The County Contract Coordinator will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year.

In **2004**, the holidays are:

Thursday, January 1	New Year's Day
Wednesday, January 19	Martin Luther King, Jr., Birthday
Monday, February 16	President's Day
Monday, May 31	Memorial Day
Sunday, July 4	Independence Day
Monday, September 16	Labor Day
Monday, October 11	Columbus Day
Thursday, November 11	Veterans Day
Thursday, November 25	Thanksgiving Day
Friday, November 26	Day after Thanksgiving
Saturday, December 25	Christmas Day

8. GOVERNMENT OBSERVATIONS: County and personnel from other governmental jurisdictions, other than the County Contract Coordinator and Quality Assurance Evaluator, may from time to

time observe contract operations. However, these personnel will not unreasonably interfere with Contractor performance.

9. MANAGEMENT INFORMATION SYSTEM: Contractor is to use the current method of computer base information system to enter patient identification and appointment tracking information and billing information on a daily basis. At a minimum, the Contractor will be required to provide routine monthly reports to include, but not limited to, number of dental patients treated and the number and type of procedures provided.

10. Damage to Facility, Buildings or Grounds: Contractor shall repair, or cause to be repaired, at Contractor's own expense, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor, immediately upon becoming aware of any such damage, but in no case more than thirty (30) days after the date of such damage. All repairs must be in accordance with ALTERATIONS AND REPAIRS of this Agreement. Should such damage not be repaired within such thirty (30) days, County may make any necessary repairs. All costs incurred by the County, as determined by County, for such repairs shall be repaid by Contractor upon demand, or County may deduct such costs from any amounts due to Contractor from County.

A. Facility Inspection: Contractor's Dental Supervisor and County's Contract Coordinator will perform a

thorough walk-through examination of the Hudson dental area prior to the implementation of contract services. They shall agree regarding the condition of such areas, noting all damaged or worn areas. Another walk-through examination shall be performed at the end of the contract term.

Contractor shall return such areas in their original condition, less consideration for normal wear and tear, and except for alterations or repairs approved by County.

Contractor shall be liable for any unauthorized alterations, repairs, or maintenance necessary to return such areas to their original condition.

11. EQUIPMENT INVENTORY: Prior to the commencement of contract services hereunder, County and Contractor shall take a complete inventory of all equipment, including, but not limited to, dental office equipment, small hand tools, and other personal property of the dental services in Hudson for each such item.

At the expiration or prior termination of the term of any resultant contract, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear.

Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as

provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of any resultant contract, Contractor shall reimburse County, for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

12. CONTRACTOR FURNISHED SERVICES: Contractor shall provide all items described below.

A. Personnel: The Contractor shall provide all personnel required for services hereunder. Dentists and support personnel shall have appropriate California state licenses, commissions, and/or certificates, as required.

B. Supplies and Small Hand Equipment: Contractor shall provide all consumable supplies, including instruments and small hand pieces necessary to provide the required dental services. All necessary maintenance of instruments and hand pieces shall be the responsibility of the Contractor.

C. Records and Reports: Contractor shall maintain and provide accurate and complete dental, financial, personnel and other records and reports of its activities and operations under this Agreement. Dental records shall be the property of Los Angeles County.

D. Physical Examinations: Contractor shall provide physical examinations for all of its employees at the time of employment and as well as yearly physical examinations thereafter, during the term of this Agreement. Contractor shall immediately furnish results of employee's physical examinations to Administrator, upon availability.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Administrator at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

E. Security Identification Badges: Contractor shall ensure that Contractor's employees wear security picture ID badges while providing services at Hudson.

13. SPECIFIC TASKS: Contractor shall provide all dental services, including, but not limited to, dental and dental support services, charting to dental records and administrative management. Contractor shall change Patient Mix to meet current Hudson CHC dental needs after notification from Administrator or Dental Director(s). For example, Dental Director may request

Contractor to provide treatment to more children and fewer adults; or provide more emergency treatment and fewer elective treatment.

Contractor shall be responsible for all patients seeking dental services at Hudson. Should Contractor determine that dental services cannot be provided to patient and patient must be referred to another provider, then Contractor shall document such referral. Referrals may be subject to review by QAE for appropriateness.

Contractor shall see and treat patients with diagnosed cases of acute communicable diseases such as, but not limited to: hepatitis, HIV/AIDS, venereal diseases, etc. All patients suspected of having an acute communicable disease shall be referred to the Public Health Investigation/Public Health Nursing Service provided by the County at either Hudson or a County health facility near the patient's home for required follow-up and surveillance. Referral does not preclude dental services by Contractor, however, non-emergency treatment may be deferred until the acute infection stage has passed. Patients diagnosed as having a communicable disease shall be treated while using the most recent infection and control procedures established by the County. Contractor shall be required to coordinate its services with the County's Public Health Investigation/Public Health Nursing Service as provided in the Hudson CHC Policy and

Procedure Manual.

A. Dental Services: Contractor shall provide services in prevention, detection and treatment of dental problems to all patients presenting themselves to the CHC with such requests. The more common problems are those requiring extractions, fillings of cavities, root canal procedures and treatment of various tooth and gum diseases. All patient care procedures must adhere to Hudson CHC Dental Services Policy and Procedures Manual and any new procedures as determined by the County. For number of procedures to be provided by Contractor see Exhibit G. Additionally, outreach activities to include diagnostic and educational clinics for local schools (pre-school through Middle School) may be part of the overall dental services program.

B. Referral Services: The Contractor shall not incur any expense to County by referring patients to private practitioners (or pharmacies). Patients requiring services beyond the scope of contractor services shall be referred to County hospital dental services.

C. Service Limitations: To provide an equitable distribution of prosthetic units, it may be necessary to defer some prosthetic services to a later date. The volume of prosthetic dentistry during a twelve (12) month period should average no less than twenty (20) prosthetic units per

month. For this purpose, a prosthetic unit is a removable full or partial denture, a cast crown, or pontic. For example, a three unit fixed bridge is considered three prosthetic units. A non-cast partial denture that replaces no more than two (2) teeth is considered a half unit. Priorities for prosthetic services are included in CHC Dental Services Policy and Procedures Manual.

D. Dental Services Emergency Policy: To insure that all dental emergency patients are initially screened for the purposes of providing proper treatment, all patients who present themselves to the dental clinic at or before 8:30 a.m. will be evaluated by a licensed dentist. All patients diagnosed with emergency conditions as determined by a licensed dentist will be treated that same workday unless the patient requires a procedure not normally offered at the CHC. In such a case, referral will be arranged that same workday by the contract dentist. Patients presenting themselves to the dental clinic as emergency patients who are actually seeking non-emergency elective procedures may be scheduled for a future appointment after screening.

E. Support Services: Contractor shall be responsible for providing all support services necessary to the functioning of the dental program. This includes but is not limited to clerks, receptionists, dental assistants and

necessary laboratory services, including prostheses.

F. Dental Records: Contractor shall maintain dental records in accordance with CHC standards. This includes filing all related correspondence in the CHC Medical Records Department, with a copy retained in the patient's dental records or those of patient's primary health provider.

G. Administrative Services: Contractor shall be responsible for the overall management and coordination of the dental service program and all liaison activities necessary for the maintaining of good relations between its staff and other CHC staff. Contractor shall be responsible for attendance and participation at all required administrative meetings to include but not limited to: Infectious Control, Quality Assurance, and Safety Committee, and JCAHO subcommittee. County Contract Coordinator will provide schedules of regularly scheduled meetings as soon as they become available.

(1) Work Control: Contractor shall establish and maintain a work control system which will include a daily log of all service requests.

(2) Reports: Contractor shall provide all required reports, forms and other correspondence at the time, frequency and in the number of copies as required by Administrator. These include, but are not limited

to, monthly statistical and Daily Patient Reports.

(3) Facility Maintenance: Contractor shall maintain the CHC area it occupies in a neat and orderly condition at all times. Contractor shall immediately notify Administrator of all necessary repairs,

(4) Policy and Procedure Manual Review: Contractor shall review dental policy and procedures at the CHC and make recommendations for changes to the Administrator, as necessary.

(5) Equipment and Supply Responsibilities: Contractor shall be responsible for (1) providing budget information, upon request, to support the acquisition of any replacement of County equipment; (2) keeping a current list of County-supplied equipment; and, (3) keeping the maintenance history on all equipment.

(6) Staff Supervision: Contractor is responsible for total staff supervision including, but not limited to, staff conduct; staff assignments; staff professionalism in providing services; the following of established procedures in treatment, infection control, isolation and sanitation; and the accuracy and completeness of entries into dental records.

(7) Training Programs: Contractor shall provide CHC with qualified personnel required to implement new training programs upon mutual agreement between administrator and contractor.

EXHIBIT B

BILLING AND PAYMENT

1. County's Payment:

A. County's payments to Contractor for its performance hereunder shall be made each calendar month during the term of this Agreement, as set forth in Paragraph 1 (Term) of the body of this Agreement, subject to payment computation methodologies described below.

B. The County may, at any time, during the term of the Agreement request additional services within the general scope of the Agreement, if sufficient monies are available, and upon Director's specific approval, and authorized payments not to exceed ten percent (10%) of the County's maximum obligation.

C. The monthly charge ("Basic Monthly Charge") to County for services provided per calendar month shall be calculated by dividing by twelve (12), Contractor's Annual Fixed Reimbursement Amount. The Annual Fixed Reimbursement Amount for the First Contract Year is set forth on Schedule 1, attached hereto and incorporated herein by reference. The Annual Fixed Reimbursement Amount, less the "equipment lease/purchase" and "other costs (start-up costs)" budget items reflected in Schedule 1, shall be adjusted at the end of each Contract Year (July 1, 2004 - June 30, 2005) for inflation, to be used in the following Contract Year, as indicated in Section 3 below.

D. (1) After the end of each calendar month, Contractor shall present its bill consisting of the Basic Monthly Charge for such calendar month. If the Agreement terminates on a date other than the last day of a calendar month, then the Basic Monthly Charge shall be prorated and the resultant reduced amount shall be billed.

(2) County shall reimburse Contractor within thirty (30) days of receipt of Contractor's monthly bill.

2. Description of Cost Items in Schedule 1:

- | | |
|-----------------------|---|
| LABOR COSTS | - Consists of salaries and wages, employee benefits, health benefits, etc. for on-site Contractor personnel providing services under this Agreement at CHC. |
| SERVICES AND SUPPLIES | - Consists of employee training, other labor, travel, relocation and recruitment costs and consumable office supplies and small hand equipment. |
| EQUIPMENT | - Consists of actual lease/purchase payments on equipment leased/purchased. |

OTHER COSTS - Start-up costs (all start-up costs must be included in the first contract year budget)

INDIRECT COSTS - Consists of company profit and Contractor's administrative charges to County for the administration of all services hereunder.

3. Inflation Adjustments and Contractor's Future Contract Year Budgets:

A. Except for the First period beginning July 1, 2004 Contractor's Annual Fixed Reimbursement Amount shall be adjusted for inflation at the end of each Contract Year for the following Contract Year by using the average salary percentage movement granted County employees or the Consumer Price Index - For All Urban Consumers as originally released by the United States Department of Labor, Bureau of Labor Statistics, Western Region, Los Angeles - Anaheim Riverside Area (hereafter "CPI-U") for the preceding September to September period, whichever is less, CPI-U adjustments shall be calculated by Administrator. In the event fiscal circumstances prevent the County Board of Supervisors from approving an increase in employee salaries, no charge to the Contractors annual Fixed Reimbursement Amount will be made.

B. If the percentage change in the CPI-U is negative, i.e., the CPI-U declined, the amount due Contractor for the next Contract Year shall remain the same. If the percentage change in the CPI-U is positive, i.e., the CPI-U increased, the increased amount due Contractor for the next Contract Year shall be based upon the actual CPI-U percentage increase. In no event, however, shall any Contract Year CPI-U adjustment be greater than three percent.

C. The first CPI-U adjustments to the Fixed Reimbursement amount hereunder shall be requested by Contractor in writing to the Administrator and be effective, the first month of the Second Contract Year. Since adjustment calculations cannot be made until the publication of the CPI-U, Contractor shall continue to bill County at the previous Basic Monthly Charge until the calculations are completed. Upon completion of the calculations and notification of Contractor thereof, Contractor shall bill County applying the adjustment for the current month, and for all prior months to which the adjustment applies, with its billing for the current month.

D. If the CPI-U Base Year is changed so that the CPI-U's Base Year differs from that used as of the date of execution of this Agreement, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI-U is discontinued or revised during

the term of this Agreement, such other government index or computation with which it is replaced by the United States Government shall be used, provided that County and Contractor mutually agree that the replacement index or computation obtains substantially the same result as would have been obtained if the CPI-U had not been discontinued or revised. If the CPI-U is discontinued or revised during the term of this Agreement and is not replaced, or, if the replacement index or computation does not obtain such substantially similar result, then County and Contractor may select, by mutual agreement, a new index in lieu of the CPI-U and such new index shall be set forth in a written amendment to this Agreement pursuant to Paragraph 29 (Alteration of Terms) of the body of this Agreement.

**H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIRST-YEAR LINE ITEM BUDGET**

DIRECT COSTS

-	Labor (Management/Staffing)	
•	Salaries and Wages	\$520,600
•	Employee Benefits	\$113,447
•	Subtotal Labor	\$634,047
-	Services and Supplies (S & S)	\$ 0
•	Consumable Supplies	\$60,000
•	Materials	\$ 0
•	Small Hand Tools	\$ 3,000
•	Other S & S (specify)	\$ 840
•	Other - Laboratory Fees	\$30,000
•	Subtotal Services and Supplies	\$93,840
-	Equipment	\$ 0
•	Lease	\$ 0
•	Installation (if any)	\$ 0
•	Other (specify)	\$ 0

LINE ITEM BUDGET - H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
(Cont'd)

● Subtotal Equipment	\$ 0
Other Direct Costs	\$ 0
● Utilities	\$ 0
● Maintenance	\$ 3,000
● Alterations and Repairs (if any)	\$ 0
● Other (specify)	\$ 0
● Subtotal Other Direct Costs	\$ 3,000
- Start up Costs	\$ 0
Total Direct Costs	\$730,887

INDIRECT COSTS

● General and Administrative Overhead	\$ 3,000
● Management Support Costs, if applicable	\$ 0
● Gross Profit/Fee (specify)	\$36,554
● Total Indirect Costs	\$39,554

GRAND TOTAL DIRECT AND INDIRECT COSTS/
EXPENSES (ANNUAL FIXED REIMBURSEMENT
AMOUNT) \$770,441

PER HOUR RATE FOR EXTRA
HOURS AMOUNT

S.T. \$380

O.T. \$570

PERFORMANCE REQUIREMENTS SUMMARY

A. Introduction

The Contractor is expected to perform all services described in this Agreement. This Exhibit describes certain required services which will be monitored by the County during the term of the contract, and for which the Contractor may be assessed financial deductions (Unsatisfactory Performance Deductions) from the Basic Monthly Charge if the service has not been satisfactorily provided. The charts at the end of this Exhibit indicate each such service, the service indicators, the service standards, the maximum allowable deviations from perfect performance or the Acceptable Quality Level (AQL) before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be made from the Basic Monthly Charge if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided. The County expects a high standard of Contractor performance under the contract and shall monitor a broad range of services specified in the contract beyond those listed in this Exhibit. DHS will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide

all the services in Exhibit A (Performance Work Statement), some of which are summarized in the Exhibit.

B. Performance Requirements Summary Charts

The Performance Requirements Summary Charts at the end of this Exhibit:

- o List some of the services considered important to acceptable contract performance (Column 1 of each chart).
- o Show some of the service indicators for each such service (Column 2).
- o Define the standard of performance for each such service (Column 3).
- o Show the maximum allowable degree of deviation from the Acceptable Quality Level (AQL) for each such service that is allowed before the County shall deduct from the Basic Monthly Charge (Column 4).
- o Show the principal quality assurance method(s) the County will use to monitor and evaluate the Contractor's performance in meeting the contract requirements for each such service, and the frequency of such monitoring (Column 5).
- o Show the dollar amount, or method of calculating the dollar amount, that shall be deducted from the Basic Monthly Charge if the County determines, in its sole

discretion, that the service has not been satisfactorily performed (Column 6).

C. Quality Assurance

Contractor's performance shall be compared each calendar month to the performance standards and AQLs using the Quality Assurance Monitoring Plan (QAMP).

The County shall use a variety of methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- o One hundred percent inspection (review) of maintenance records.
- o Complaints received by facility.
- o County Administrative and support staff complaints.
- o Random sampling of dental radiographs, records, referrals, reports and logs. An audit shall be performed by the Quality Assurance Evaluator (QAE).
- o Patient survey and/or random patient interviews.
- o Other methods deemed by the Administrator to be appropriate for the evaluation of the Contractor's performance.

D. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of deficiencies found by the QAE during contract monitoring does not exceed the number of deficiencies allowed by the AQL for that service. When the performance is unacceptable, the Contractor shall complete a Contract Discrepancy Report (CDR). The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section E below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, the Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by the Director perform such services again at an acceptable level.

E. Unsatisfactory Performance Deductions

If the service performance variance exceeds the AQL, the County shall assess Unsatisfactory Performance Deductions in

the amount of Fifty Dollars (\$50) for each point over and above the maximum allowable of ten cumulated points per calendar month for all services shown on the Charts at the end of this Exhibit, provided that all determinations to levy such amounts shall be subject to the approval of the CEO. The CEO shall evaluate the Contractor's explanation on the CDR, and if the Director determines, in his sole discretion, that the particular defective performance for the particular service was caused by County's failure to fulfill contractual obligations, accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Director may decline to count such point(s) as defective performance for such month. A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when the performance variance exceeds the AQL. Points for all services on the Charts will accumulate each calendar month. A maximum of ten (10) points shall be allowed to accumulate per calendar month before a deduction can be made from the Basic Monthly Charge. For example, if the cumulative point total for all required services for a particular month is seven (7), no assessment for Unsatisfactory Performance Deductions shall be made because seven is within the maximum allowable points per month.

However, if the total cumulative points for the month is thirty (30), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars \$1,000.00 (i.e., 20 points x \$50.00).

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Repair/maintain equipment	Documentation in maintenance records and logs	All dates for repair/maintenance recorded.	5%	Inspection and checklist review of records and logs for calendar month.	5 points for each infraction exceeding AQL.
Provide minimal service level	Documentation in charts and logs and radiographs taken	Contractor shall provide service in number and scope as indicated in Dental Services Policy and Procedure Manuals.	0%	Random sampling of all charts, radiographs and logs for service provided in calendar month (lot size shall include all logs, charts and radiographs on patients receiving services for each calendar month).	15 points for each infraction.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Prepare all required reports and forms per instruction	Completed forms and reports.	Forms and reports shall be completed daily, weekly, monthly, as required by Administrator.	10%	Random sampling of all forms and reports (lot size shall include all required forms and reports for the calendar month).	5 points for each incomplete form or report. Incomplete means failure to comply with CHC or PHC written instructions.
Provide treatment as required	Documentation in patient charts, and radiographs	Each patient's treatment shall conform to provider recommended treatment plan and patient need.	0%	Random sampling of patient's radiographs, charts, and logs (lot size shall include all patients receiving treatment in the calendar month). Patients may also be selected randomly for interviews or surveyed by mail.	15 points for each unjustified deviation from provider treatment plan included in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Complete evaluation and treatment plan on each patient.	Documentation in patient records.	Each patient's dental record shall have a patient treatment plan.	0%	Random sampling of all patient records (lot size shall include all new patients provided in the calendar month).	5 points for each undocumented treatment, incomplete record or inappropriate referral in sample.
Contractor participation in regular scheduled Administration meetings	Attendance by Dental Director or designee	All regular scheduled Administrative meetings shall be attended by Dental Director or designee.	0%	Complaints by Administrator.	One point for first absence and 10 points for each additional absence during calendar month.
Contractor participate in JCAHO survey preparation and completion.	Maintenance of all JCAHO requirements	All applicable JCAHO requirements shall be met and maintained by Contractor.	0%	Results of mock JCAHO survey, spot checks by QAE, and JCAHO site visit report.	15 points for each infraction. \$1,500 for each JCAHO Type I finding related to the dental service.

LIVING WAGE PROGRAM

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

- 2.201.010 Findings
- 2.201.020 Definitions
- 2.201.030 Prospective effect
- 2.201.040 Payment of living wage
- 2.201.050 Other provisions
- 2.201.060 Employer retaliation prohibited
- 2.201.070 Employee retention rights
- 2.201.080 Enforcement and remedies
- 2.201.090 Exceptions
- 2.201.100 Severability

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or

all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the County.
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

- D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective Effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable

to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

***Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living rate for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County

Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other Provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on

staffing efficiency or the County requirements of an individual job.

- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The affirmative action compliance officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a

Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage (Ord. 99-0048 § 1 (part), 1999).

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the County Department Administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee Retention Rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. "Retention employee" is an employee of a predecessor employer.
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act.
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract, and
 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

- C. A subsequent employer is not required to hire a retention employee who.
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to met any other County requirement for employees of a Contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § (part), 1999.)

2.201.080 Enforcement and Remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County Department Head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative Officer.
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 - 3. Recommend to the Board of Supervisors that an employer be barred from award of future County contacts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officer, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 § 1, 1999: Ord

99-0048 § 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 § 1 (part), 1999.)

CONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that _____ is my sole employer for purposes of this employment.

I understand and agree that I must rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between my employer _____ and the County.

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or entities receiving services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning patient medical records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you are asked to sign this confidentiality agreement as a condition of your work

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
(CONTINUED)**

to be provided by _____ for the County.
Please read the agreement and take due time to consider it prior
to signing.

I hereby agree that I will not divulge to any unauthorized person
data obtained while performing work pursuant to the contract
between _____ and the County of
Los Angeles.

I agree to forward all requests for the release of information
received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other
person and/or by myself to my immediate supervisor and I agree to
ensure that such supervisor reports such violation to the County
of Los Angeles Department of Health Services. I agree to return
all confidential materials to my immediate supervisor upon
termination of my employment with

_____ or completion of the presently
assigned work tasks, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment
will subject me to civil and/or criminal action and that the
County of Los Angeles will seek all possible legal redress.

Name: _____
(Signature)

Dated: _____

Name: _____
(Print)

Position: _____
(Print)

County Agreement and Number: _____

agreecd3302.dar

**NOTICE TO PUBLIC ENTITY
For Privacy Considerations**

Fold back along dotted line prior to copying for release to
general public (private persons).

(Paper Size then 8-1/2 x 11).

I, _____, the undersigned am
(Name - print)

_____ with the authority to act
(Position in business)

for and on behalf of _____,
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies
thereof submitted and consisting of _____
(description, no. of pages)

are the originals or true, full, and correct copies of the
originals which depict the payroll record(s) of the actual
disbursements by way of cash, check, or whatever form to the
individual or individuals named.

Dated: _____ Signature _____

A public entity may require a more strict and/or more extensive
form of certification.

EXHIBIT G**H. Claude Hudson
COMPREHENSIVE HEALTH CENTER****NUMBER OF PROCEDURES TO BE PROVIDED***

I. Procedures	Number Per Year
Diagnostic	28,088
Preventative	4,082
Restorative	7,931
Endodontics	4,328
Periodontics	2,850
Prosthodontic	393
Oral Surgery	1,721
Miscellaneous	3,589
Other	N/A
Total	52,982

II. Patient Visits 12,550

* Number of Procedures for FY 2004-05
is merely an estimate.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California

Gray Davis, Governor

Health and Human Services Agency

Grantland Johnson, Secretary

Department of Social Services

Rita Saenz, Director

FHS 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.

If you or someone you know is considering giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.